

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI

Randolph Michael Rabbe &
Lisa Ann Rabbe
c/o P.O. Box 681233
Riverside, near 64(64168)
Missouri state, the Republic
The United State of America

Case 5:17-cv-06021-SRB

**MOTION FOR
RECONSIDERATION**

Plaintiffs

Vs

**WELLS FARGO HOME MORTGAGE, WELLS FARGO NA, LATHROP & GAGE LLP,
MICHAEL J ABRAMS BAR#42196, JEHAN KAMIL MOORE BAR#59431, Michael J.
Abrams, Jehan Kamil Moore**

Defendants

AFFIDAVIT

Comes Now the plaintiff(s), Randolph Michael Rabbe & Lisa Ann Rabbe, two of the Private People in the Missouri Republic, one of The United States of America, a Union of republic sworn under penalties of perjury, under The Laws of The United States of America and of the Missouri Republic, and states that Plaintiff(s) is competent to be a witness and that the facts contained herein are true, correct, complete, and not misleading, to the best of plaintiff(s) firsthand knowledge, and alleges and shows to the court the following:

1. We would like to remind the Defendant and all involved with this case that we are one of the Private People in the Missouri Republic. "Motions to Dismiss" or "Demurrers" will have the effect of violating our 7th amendment rights if the result is

that we are denied a trial by jury in this case. The right to a trial by jury for a sovereign citizen and freeman or woman is derived from the U.S. Constitution, and the Articles of Confederation and the Magna Carta which preceeded it. Beyond this, it is based on inalienable rights under Divine law.

2. We have been harmed and injured due to Defendant's lack of providing clear, unencumbered and marketable title to our property after the account has been settled. When the court requested to "show cause" we felt that the Defendant's admission to the account being paid in full was demonstrating that we do, in fact, have a claim against defendant that needs to be brought before a jury of our peers. We would remind all involved that we have filed pro se. *Hughes v. Rowe et al.* 449 U.S. 5, 101 S. Ct. 173, 66 L. Ed. 2d 163, 49 U.S.L.W.3346 – Petitioner's complaint, like most prisoner complaints filed in the Northern District of Illinois, was not prepared by counsel. It is settled law that the allegations of such a [pro se] complaint, "however inartfully pleaded" are held "to less stringent standards than formal pleadings drafted by lawyers, see *Haines v. Kerner*, 404 U.S. 519, 520 (1972). See also *Maclin v. Paulson*, 627 F.2d 83,86 (CA7 1980); *French v Heyne*, 547 F.2d 994,996 (CA7 1976). Such a complaint should not be dismissed for failure to state a claim unless it appears beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief. *Haines*, supra, at 520 521. And, of course, the allegations of a complaint are generally taken as true for purposes of a motion to dismiss. *Cruz v. Beto*, 405 U.S. 419,322 (1972). *Rabin v. Dept of State*, No. 95-4310, 1997 U.S. Dist. LEXIS 15718. – The court noted that pro se plaintiffs should be afforded "special solicitude."

3. On May 11, 2017, plaintiff requested an enlargement of time due to father's car accident in March of 2017 and ultimately, his unfortunate death. Our family is under a lot of emotional grief and distractions by assisting mother in moving from Texas back to Nebraska to be with family. We ask that the court show us leniency in how documents are submitted and that the language used might not always conform to "legalize" terms and definitions. Know that we seek to have a trial by jury and to be afforded our Constitutionally guaranteed rights as people who love the Constitution and all it stands for -- to include us, one of the people. We further ask that the Court not require anything more of the plaintiff or schedule anything to include the appeals processes (if needed after this motion) until after August 11, 2017 due to the fact that we have many family issues and emotional hardships on our family right now and still work day jobs.
4. On March 30, 2017, Plaintiff filed an amended complaint that told the court that the defendant's attorneys are trying to violate our due process of law to a trial by jury and that the account had been paid in full. Additionally, that day, Plaintiff filed an affidavit of specific negative averment State and Federal Rule Civil Procedure, Rule 9 (a) as well as an affidavit in opposition to Motion to Dismiss and a Stay of Execution.
5. Plaintiffs would like to reiterate our opposition to the motion for dismissal.
- PLAINTIFF(S) ALLEGES THAT THE COURT LACKS JURISDICTION TO GRANT THE MOTION TO DISMISS FOR ALL OF THE FOLLOWING REASONS:
 - First, this is a COMPLAINT AT LAW as distinguished from a COMPLAINT IN CHANCERY OR EQUITY or a COMPLAINT UNDER

ADMIRALTY or MARITIME JURISDICTION.

- A COMPLAINT AT LAW is a COMPLAINT AT COMMON LAW.
- PLAINTIFF(S) DID ASK FOR A JURY TRIAL UNDER RULES OF COMMON LAW PURSUANT TO THE 7TH AMENDMENT TO THE BILL OF RIGHTS OF THE UNITED STATES CONSTITUTION.
- A COMPLAINT AT LAW IS A “SUIT AT COMMON LAW.”
- The 7th amendment to the U.S. Constitution says: “In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury is preserved...”
- This case involves a suit where the value in controversy does exceed twenty dollars; therefore, under the 7th amendment, the right to trial by jury is preserved.
- The Constitution of the United States is the Supreme Law of the Land as stated in Article 6, paragraph 2, U.S. Constitution.
- The judge, Stephen R Bough, who is presiding in this trial did take an Oath to uphold the Constitution of the United States, and is therefore bound thereby. Article 6: “and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.”
- In this COMMON LAW COMPLAINT AND SUIT AT COMMON LAW, the plaintiff(s) did not waive their right to a trial by jury and has in fact demanded the same.
- The court, therefore, has no jurisdiction to grant the Motion and Dismiss, until after the jury has rendered its verdict and then only in the verdict is in

favor of the defendant and against the plaintiff.

- WELLS FARGO HOME MORTGAGE, WELLS FARGO NA, LATHROP & GAGE LLP, MICHAEL J ABRAMS BAR#42196, Michael J Abrams, JEHAN KAMIL MOORE BAR#59431, Jehan Kamil Moore, defendants become liable to the plaintiffs for civil damages for illegal foreclosure if they act without jurisdiction dismissing this case without first having preserved the right of trial by jury under the 7th amendment the attorneys are sworn to uphold.
- Therefore, the plaintiff(s) prays to this court for a trial by jury and not to dismiss the case under an alleged verdict of the attorney until after the jury has rendered its verdict and then only if the verdict is in favor of the defendant and against the plaintiffs.

5. On April 11, 2017 Plaintiff mailed an addendum to the complaint as a plainer statement of claim. While Plaintiff claimed the “loan” to be fraudulent, Plaintiff still discharged the debt and received confirmation from Defendant that account had been paid in full. Possibly the court was looking for more evidence of the transaction in the addendum to the complaint to “show cause” or to further demonstrate that the Defendant did post the payments and that the postings are synonymous with settlement.
6. The sequence of events are as follows and summarized in the amended complaint with further documentation demonstrating that Plaintiff tendered payments and that the account was settled as PAID IN FULL.

7. On or around September 9, 2016, a state certified bond was mailed to the Defendant. Defendant ignores dishonorably. On September 16th, 2016, a transaction was made for \$95,000.00 (Confirmation code 0916253352) which posted on September 16, 2016 and one for \$79,000.00 (Confirmation code 0916254099) which posted on September 17, 2016. On September 19, 2016 the account shows PAID IN FULL and a Confirmation of Loan Payoff was sent to Plaintiff on September 19, 2016. Subsequently, a letter arrives showing the final escrow account statement. However, on September 27, 2016 a letter is sent stating the check for \$95,000.00 and \$79,000.00 to pay off the mortgage was returned because it exceeded the transfer limit. Therefore on October 6, 2016, Plaintiff sent a Notice of Right to Cancel, Notice of Removal and Notice of Revocation of Power of Attorney. Defendant continues to solicit for additional payments rather than sending Plaintiff the clear, unencumbered and marketable title as well as return any overages in payments.

Based on the Amended complaint and all other documentation filed in support of our claim, Plaintiff requests court to reconsider the current court order and the motion to dismiss in light of the preliminary evidence provided that the account has in fact been settled and that the Plaintiff demands our fair due process and a trial as is preserved by the Constitution of the United States and by which all parties that have taken an oath of office have sworn to uphold. If we do not hear back from the court prior to June 22, 2017, the Plaintiff will assume that the Court is standing by the original order to dismiss even though Defendant demands a trial of our peers and will be forced to spend additional time, energy and resources to appeal on the current schedule of June 23, 2017.

I, Randolph Michael Rabbe & Lisa Ann Rabbe, being sworn on Oath affirm that all statements made herein are true and correct.

Randolph Michael Rabbe & Lisa Ann Rabbe plaintiff(s) (pro se)
c/o P.O. Box 681233
Riverside, near 64(64168)
Missouri state, the Republic
The United States of America

Further Declarant says not..

Given under My hand and Seal this 17 day of June, 2017 A.D.

Submitted With Explicit Reservation of All My Rights, Without Prejudice, and Without Recourse.

By: Randolph Michael Rabbe
Randolph Michael Rabbe

By: Lisa Ann Rabbe
Lisa Ann Rabbe

I hereby certify that on this 17th day of June, 2017 A.D., a Man and a Woman, known to me to be Randolph Michael Rabbe & Lisa Ann Rabbe, appeared in His and Her proper person, with proper identification, to attest and affirm that He and She is the man and woman executing the foregoing document titled, "**Motion for Reconsideration**" by His Hand and Her Hand.

I, THEREFORE, set forth my hand and seal in affirmation of the execution thereof.

Kathleen Myers
Notary Public

Date: 6-17-17

My Commission Expires 10-24-2018 Seal:

